Schoop, 81 Mo. App. 539; *Saveland* v *Green,* 40 Wis. 431; *Washington &c. Tel. Co.* v. *Hobson,* 15 Gratt. 122; *Tyler* v. *Western Union Tel. Co.,* 60 Ill. 421, 12 Am. Rep. 38; *Haubelt Brothers* v. *Rea & Page Mill Co.,* 77 Mo. App. 672.

ESTATES—DEVISE OF CONTINGENT REMAINDER.—A. M. M. by deed conveyed property to his brother A. J. M. in trust to pay the income therefrom to A. M. M. for life, and should A. M. M. leave children or grandchildren, the principal to go to them at A. M. M.'s death, but should A. M. M. die without child or grandchild living, then to A. J. M. in fee. A. J. M. died in 1894 after having made a will wherein (after having made some minor bequests), he devised all the rest and residue of his estate, "whether in possession, remainder, or reversion, or in expectancy" to his wife. A. M. M. died in 1915 without child or grandchild. *Held,* the contingent remainder in A. J. M. passed by his will, though he died before the contingency happened. *Myers* v. *McClurg* (Md. 1916), 98 Atl. 491.

From the cases cited in argument of the principal case it seems that attorneys often fail to distinguish between contingent remainders where the person to take is uncertain and contingent remainders where the event is uncertain. *L'Armour* v. *Rich,* 71 Md. 369, 18 Atl. 702; *Cherbonnier* v. *Goodwin,* 79 Md. 55, 28 Atl. 894. Where the person is uncertain, as in a gift to A with remainders to such children of A as should be living at a definite future day, it has been held that no one of A's children before that day should have a devisable interest *Doe d. Calkin* v. *Tomkinson,* 2 M. & S. 165, 105 Eng. Rep. 344, an early case, followed by the majority of courts in this country, which following *Jones* v. *Roe,* 3 T. R. 88, 1 H. Bl. 30, 100 Eng. Rep. 470, 126 Eng. Rep. 20 have allowed a contingent remainder-man to devise his remainder when the uncertainty was as to the event and not as to the person. *Morse* v. *Propcr,* 82 Ga. 13, 8 S. E. 625; *Collins* v. *Smith,* 105 Ga. 525, 31 S. E. 449; *Jenkins* v. *Bonsal,* 116 Md. 629, 82 Atl. 229; *Ingilby* v. *Amcotts,* 21 Beav. 585; *Loring* v. *Arnold,* 15 R. I. 428, 8 Atl. 335; *Clark* v. *Cox,* 115 N. C. 93, 20 S. E. 176; *Kenyon* v. *See,* 94 N. Y. 563; *Barnitz* v. *Casey,* 7 Cranch 469, 3 L. Ed. 403; *Winslow* v. *Goodwin,* 7 Metc. (Mass.) 363. Some courts, however, have failed to distinguish between the two sorts of cases and have held that a contingent remainder is devisable though it is uncertain as to the person who is to take. *Rembert* v. *Evans,* 86 S. C. 445, 68 S. E. 659; *Allen* v. *Watts,* 98 Ala. 384, 11 So. 646; *Young* v. *Young,* 89 Va. 675, 23 L. R. A. 642 (dictum). Provided, of course, that if the event upon which the contingent estate was to vest never happens and becomes impossible of happening, any attempt that has been made to devise it is without force or effect. *Eckle* v. *Ryland,* 256 Mo. 424, 165 S. W. 1035. See article in 9 Col. L. Rev. 546.

EVIDENCE—EFFECT OF HEARSAY UNDER WORKMEN'S COMPENSATION ACT.—Plaintiff sued under the Workmen's Compensation Act to recover for the death of her intestate, an ice-wagon driver employed by defendant company. Plaintiff claimed that the death resulted from injuries received by decedent